

1 Mark E. Ellis - 127159
Andrew M. Steinheimer - 200524
2 Amanda N. Griffith - 288164
ELLIS LAW GROUP LLP
3 740 University Avenue, Suite 100
Sacramento, CA 95825
4 Tel: (916) 283-8820
Fax: (916) 283-8821
5 mellis@ellislawgrp.com
asteinheimer@ellislawgrp.com
6 agriffith@ellislawgrp.com

NOTE: CHANGES MADE BY THE COURT

7 Attorneys for Defendant DESIGNED RECEIVABLE SOLUTIONS, INC.

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 SEANA GOODSON, individually and on
behalf of all others similarly situated,,
13

14 Plaintiff,

15 v.

16 DESIGNED RECEIVABLE
SOLUTIONS, INC.,
17

18 Defendant.

Case No.: 2:15-CV-03308-MMM-JPR

STIPULATED PROTECTIVE ORDER

19 1. PURPOSES AND LIMITATIONS

20 Disclosure and discovery activity in this action are likely to involve production of
21 confidential, proprietary, or private information for which special protection from public
22 disclosure and from use for any purpose other than prosecuting this litigation may be
23 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
24 following Stipulated Protective Order. The parties acknowledge that this Order does not
25 confer blanket protections on all disclosures or responses to discovery and that the
26 protection it affords from public disclosure and use extends only to the limited
27 information or items that are entitled to confidential treatment under the applicable legal
28 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this

1 Stipulated Protective Order does not entitle them to file confidential information under
2 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
3 standards that will be applied when a party seeks permission from the court to file
4 material under seal.

5 2. DEFINITIONS

6 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how
9 it is generated, stored or maintained) or tangible things that qualify for protection under
10 Federal Rule of Civil Procedure 26(c).

11 2.3 Counsel (without qualifier): Outside Counsel of Record and House
12 Counsel (as well as their support staff).

13 2.4 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.5 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which it is generated, stored, or maintained (including, among
18 other things, testimony, transcripts, and tangible things), that are produced or generated
19 in disclosures or responses to discovery in this matter.

20 2.6 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
22 expert witness or as a consultant in this action.

23 2.7 House Counsel: attorneys who are employees of a party to this action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.8 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.
28

1 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
 2 this action but are retained to represent or advise a party to this action and have
 3 appeared in this action on behalf of that party or are affiliated with a law firm which has
 4 appeared on behalf of that party.

5 2.10 Party: any party to this action, including all of its officers, directors,
 6 employees, consultants, retained experts, and Outside Counsel of Record (and their
 7 support staffs).

8 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
 9 Discovery Material in this action.

10 2.12 Professional Vendors: persons or entities that provide litigation support
 11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
 13 their employees and subcontractors.

14 2.13 Protected Material: any Disclosure or Discovery Material that is
 15 designated as "CONFIDENTIAL."

16 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
 17 from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected
 20 Material (as defined above), but also (1) any information copied or extracted from
 21 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
 22 Material; and (3) any testimony, conversations, or presentations by Parties or their
 23 Counsel that might reveal Protected Material. However, the protections conferred by
 24 this Stipulation and Order do not cover the following information: (a) any information
 25 that is in the public domain at the time of disclosure to a Receiving Party or becomes
 26 part of the public domain after its disclosure to a Receiving Party as a result of
 27 publication not involving a violation of this Order, including becoming part of the
 28 public record through trial or otherwise; and (b) any information known to the

1 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
 2 disclosure from a source who obtained the information lawfully and under no obligation
 3 of confidentiality to the Designating Party. Any use of Protected Material at trial shall
 4 be governed by a separate agreement or order.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
 7 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
 8 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
 9 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
 10 and (2) final judgment herein after the completion and exhaustion of all appeals,
 11 rehearings, remands, trials, or reviews of this action, including the time
 12 limits for filing any motions or applications for extension of time pursuant to applicable
 13 law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
 16 Party or Non-Party that designates information or items for protection under this Order
 17 must take care to limit any such designation to specific material that qualifies under the
 18 appropriate standards. The Designating Party must designate for protection only those
 19 parts of material, documents, items, or oral or written communications that qualify – so
 20 that other portions of the material, documents, items, or communications for which
 21 protection is not warranted are not swept unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations that
 23 are shown to be clearly unjustified or that have been made for an improper purpose
 24 (e.g., to unnecessarily encumber or retard the case development process or to impose
 25 unnecessary expenses and burdens on other parties) expose the Designating Party to
 26 sanctions.

27 ////

28 ////

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
6 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
7 must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents,
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
11 Producing Party affix the legend "CONFIDENTIAL" to each page that contains
12 protected material. If only a portion or portions of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
14 by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents or materials available for
16 inspection need not designate them for protection until after the inspecting Party has
17 indicated which material it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for inspection shall be deemed
19 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
20 copied and produced, the Producing Party must determine which documents, or portions
21 thereof, qualify for protection under this Order. Then, before producing the specified
22 documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page
23 that contains Protected Material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly identify the protected
25 portion(s) (e.g., by making appropriate markings in the margins).

26 (b) for testimony given in deposition or in discovery-related proceedings, that
27 the Designating Party identify on the record, before the close of the deposition, hearing,
28 or other proceeding, all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time in compliance with Local Rule 37. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order as well as Local Rule 37. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the

1 confidentiality designation was not proper and must give the Designating Party an
2 opportunity to review the designated material, to reconsider the circumstances, and, if
3 no change in designation is offered, to explain the basis for the chosen designation. A
4 Challenging Party may proceed to the next stage of the challenge process only if it has
5 engaged in this meet and confer process first or establishes that the Designating Party is
6 unwilling to participate in the meet and confer process in a timely manner.

7 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
8 court intervention, the Designating Party shall file and serve a motion to retain
9 confidentiality under Local Rule 37 (and in compliance with Civil Local Rule 79-5, if
10 applicable) within 21 days of the initial notice of challenge or within 14 days of the
11 parties agreeing that the meet and confer process will not resolve their dispute,
12 whichever is earlier. Each such motion must be accompanied by a competent
13 declaration affirming that the movant has complied with the meet and confer
14 requirements imposed in Local Rule 37. Failure by the Designating Party to make such
15 a motion including the required declaration within 21 days (or 14 days, if applicable)
16 shall automatically waive the confidentiality designation for each challenged
17 designation. In addition, the Challenging Party may file a motion challenging a
18 confidentiality designation at any time in compliance with Rule 37 if there is good cause
19 for doing so, including a challenge to the designation of a deposition transcript or any
20 portions thereof. Any motion brought pursuant to this provision must be accompanied
21 by a competent declaration affirming that the movant has complied with the meet and
22 confer requirements imposed by the preceding paragraph.

23 The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
25 to harass or impose unnecessary expenses and burdens on other parties) may expose the
26 Challenging Party to sanctions. Unless the Designating Party has waived the
27 confidentiality designation by failing to file a motion to retain confidentiality as
28

described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or

1 order issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that court
3 of its confidential material – and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
5 from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
7 IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-
9 Party in this action and designated as "CONFIDENTIAL." Such information produced
10 by Non-Parties in connection with this litigation is protected by the remedies and relief
11 provided by this Order. Nothing in these provisions should be construed as prohibiting a
12 Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to
14 produce a Non-Party's confidential information in its possession, and the Party is
15 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
16 information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that
18 some or all of the information requested is subject to a confidentiality agreement with a
19 Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the Non-
24 Party.

25 (c) If the Non-Party fails to object or seek a protective order from this court
26 within 14 days of receiving the notice and accompanying information, the Receiving
27 Party may produce the Non-Party's confidential information responsive to the discovery
28 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not

1 produce any information in its possession or control that is subject to the confidentiality
2 agreement with the Non-Party before a determination by the court. Absent a court order
3 to the contrary, the Non-Party shall bear the burden and expense of seeking protection in
4 this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
9 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
10 all unauthorized copies of the Protected Material, (c) inform the person or persons to
11 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
12 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
13 that is attached hereto as Exhibit A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection, the
18 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
20 may be established in an e-discovery order that provides for production without prior
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
22 parties reach an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the
24 parties may incorporate their agreement in the stipulated protective order submitted to
25 the court.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. Without written permission from the Designating
7 Party or a court order secured after appropriate notice to all interested persons, a Party
8 may not file in the public record in this action any Protected Material. A Party that seeks
9 to file under seal any Protected Material must comply with Civil Local Rule 79-5.
10 Protected Material may only be filed under seal pursuant to a court order authorizing the
11 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a
12 sealing order will issue only upon a request establishing that the Protected Material at
13 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under
14 the law.

15 13. FINAL DISPOSITION

16 Within 60 days after the final disposition of this action, as defined in paragraph 4,
17 each Receiving Party must return all Protected Material to the Producing Party or
18 destroy such material. As used in this subdivision, "all Protected Material" includes all
19 copies, abstracts, compilations, summaries, and any other format reproducing or
20 capturing any of the Protected Material. Whether the Protected Material is returned or
21 destroyed, the Receiving Party must submit a written certification to the Producing
22 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
23 deadline that (1) identifies (by category, where appropriate) all the Protected Material
24 that was returned or destroyed and (2) affirms that the Receiving Party has not retained
25 any copies, abstracts, compilations, summaries or any other format reproducing or
26 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
27 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
28 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,

1 expert reports, attorney work product, and consultant and expert work product, even if
2 such materials contain Protected Material. Any such archival copies that contain or
3 constitute Protected Material remain subject to this Protective Order as set forth in
4 Section 4 (DURATION).

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 Dated: December 22, 2015

LAW OFFICES OF TODD M. FRIEDMAN,
P.C.

8
9 By /s/ Todd M. Friedman
Todd M. Friedman
Attorney for Plaintiff
10 SEANA GOODSON
11

12 Dated: December 22, 2015

ELLIS LAW GROUP LLP

14 By /s/ Andrew M. Steinheimer
Andrew M. Steinheimer
15 Attorney for Defendant
16 DESIGNED RECEIVABLE SOLUTIONS,
INC.
17

18 **ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-4.3.4(a)(2)(i)**

19 I, Andrew M. Steinheimer, hereby attest that the concurrence in the filing of this
20 document has been obtained from Todd Friedman, counsel for Plaintiff Seana Goodson.
21 I declare under penalty of perjury under the laws of the United States of America that
22 the foregoing is true and correct.

23 Executed this December 15, 2015.

24
25 /s/ Andrew M. Steinheimer
Andrew M. Steinheimer
26

27 PURSUANT TO STIPULATION, IT IS SO ORDERED.
28



1 DATED: December 22, 2015

2 JEAN P. ROSENBLUTH
3 UNITED STATES MAGISTRATE JUDGE

4 EXHIBIT A

5 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

6 I, _____ [print or type full name], of
7 _____ [print or type full address], declare under penalty of perjury that I
8 have read in its entirety and understand the Stipulated Protective Order that was issued by
9 the United States District Court for the Central District of California on [date] in the case
10 of _____ **[insert formal name of the case and the number and initials assigned**
11 **to it by the court]**. I agree to comply with and to be bound by all the terms of this
12 Stipulated Protective Order and I understand and acknowledge that failure to so comply
13 could expose me to sanctions and punishment in the nature of contempt. I solemnly
14 promise that I will not disclose in any manner any information or item that is subject to
15 this Stipulated Protective Order to any person or entity except in strict compliance with
16 the provisions of this Order.

17 I further agree to submit to the jurisdiction of the United States District Court for the
18 Central District of California for the purpose of enforcing the terms of this Stipulated
19 Protective Order, even if such enforcement proceedings occur after termination of this
20 action.

21 I hereby appoint _____ [print or type full name] of
22 _____ [print or type full address and telephone
23 number] as my California agent for service of process in connection with this action or
24 any proceedings related to enforcement of this Stipulated Protective Order.

25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

Signature: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, Jennifer Mueller, declare:

I am a citizen of the United States, am over the age of eighteen years, and am not a party to or interested in the within entitled cause. My business address is 740 University Avenue, Suite 100, Sacramento, CA 95825.

On December 22, 2015, I served the following document(s) on the parties in the within action:

STIPULATED PROTECTIVE ORDER

X	VIA ELECTRONIC SERVICE: The above-described document(s) will be delivered electronically through the Court's ECF/PACER electronic filing system, as stipulated by all parties to constitute personal service, to the following:
----------	--

Todd Friedman Law Offices of Todd Friedman 324 S. Beverly Dr. Suite 725 Beverly Hills, CA 90212	Attorneys for Plaintiff SEANA GOODSON
---	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is a true and correct statement and that this Certificate was executed on December 22, 2015.

By _____
 _____Jennifer Mueller